



**CONTRACT NO.
13-01-18-03**

Feasibility Study for Multipurpose Convocation Center

Responses to this RFP must be received by

3:00 p.m.
January 18, 2013

Delaware State University
Room 321
Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact

Jessica Wilson
(302) 857-6272
(302) 857- 6278

TO: ALL RFP Responders

The enclosed packet contains a “Request for Proposals (RFP)” for **Feasibility Study of Multipurpose Convocation Center**. The RFP consists of the following documents:

REQUEST FOR PROPOSALS – CONTRACT NO. 13-01-18-03

1. Definitions and General Provisions
2. Special Provisions, RFP, and Scope of Work
3. RFP Response
 - a. Non-Collusion Statement and Acceptance
 - b. RFP Response Section

Your response to the RFP Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., January 18, 2013, to be considered. Please submit copies of your response as:

- Soft copy: One set on a CD
- Hard Copy: One original and ten copies

Submittals and requests for information relative to this Request for Proposal should be addressed to:

**Jessica Wilson
Delaware State University
Administration Building, Room 321
1200 North DuPont Highway
Dover, DE 19901-2277
Phone: (302) 857-6272, Fax: (302) 857-6278
Email: jwilson@desu.edu**

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit responses and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place to receive RFP responses from that described in the advertisement, of not less than two (2) calendar days' notice by certified delivery, facsimile transmission, or by verifiable electronic means to those responders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

TABLE OF CONTENTS

I.	PURPOSE AND BACKGROUND	4
II.	SCOPE OF SERVICES/ DELIVERABLES	4
III.	TIMELINES AND SCHEDULES	6
IV.	RESPONSE SPECIFICATION REQUIREMENTS	7
V.	EVALUATION AND AWARD CRITERIA	7
VI.	RIGHTS OF DELAWARE STATE UNIVERSITY	8
VII.	CONTRACT PROVISIONS	11
VIII.	METHOD OF PAYMENT	13
IX.	PROPOSED COMPENSATION	13
X.	ATTACHMENT	13

Attachment **A**– Commitment and Non-Collusion Statement

Attachment **B**– Proposed site for MC-Center as per Draft Master Plan

I. PURPOSE AND BACKGROUND

PURPOSE

The purpose and objective of this Request for Proposals (RFP) is to solicit sealed proposals to engage a contractor to conduct a feasibility study for the construction of a Delaware State University (University) Multipurpose Convocation Center (MC-Center) on or near its main campus located in Dover, Delaware. The MC-Center may be used for several purposes that includes but not limited to academic programs and initiatives, instructional (smart) classrooms, university research centers, student co-curricular programs and activities, concerts, trade shows, banquets, conference center, family entertainments, community events and University athletic events, etc.

BACKGROUND

Delaware State University (previously known as Delaware State College) is a public, comprehensive 1890 land-grant university established by the Delaware General Assembly on May 15, 1891. The University has since developed into a 460-acre complex (originally from 100 Acres) and has undergone two name changes. The name was changed to Delaware State College in 1947 from The State College for Colored Students and then in 1993 to Delaware State University. In addition to its main campus in the State capital of Dover has additional locations in Wilmington and Georgetown, Delaware, and Hanoi, Vietnam. Currently, the University consists of five Colleges and one school:

1. Agriculture and Related Sciences
2. Arts, Humanities, and Social Sciences
3. Business
4. Education, Health, and Public Policy
5. Mathematics, Natural Sciences, and Technology and
6. School of Graduate Studies and Research

Fifty-two baccalaureate, 26 masters, and five doctoral degrees are offered through 21 academic departments. There is also an Honors Program with an Honors Curriculum. Instruction is delivered in classes with an average 14:1 student-to-faculty ratio. Global connections include more than 20 formal international partnerships that facilitate student exchanges and research.

II. SCOPE OF SERVICES/ DELIVERABLES

Complete a process and produce a Site Feasibility and Concept Program Study that:

1. Evaluates a site for the proposed MC-Center (see location maps at attachment B).

2. Evaluates the site to-be-developed concept program to expand to a 6,000 – 10,000 seat facility in terms of:
3. Physical Capacity (e.g. acreage and density, ingress and egress, etc.)
4. Proximity to existing infrastructure
5. Evaluates potentially upgrade infrastructure needs to support the facility at this site
6. Develop options for parking associated with the MC-Center concept program on an adjacent site, including ingress and egress to the site proposed for the structure
7. Evaluates the magnitude of all costs (in current dollars) to develop a MC-Center at the proposed site
8. Provides a planning/design/construction development timetable for the identified site.

Complete concept renderings depicting a University MC-Center:

9. Renderings will include the following:
 - a. Conceptual site plan for the MC-Center and Parking
 - b. Concept MC-Center seating diagram/and floor plate plans
 - c. Bird's eye aerial perspective
 - d. Interior view of seating area
 - e. Eye level view of the primary entry
10. Renderings will be suitable for fundraising purposes
11. Renderings will be furnished in electronic format for University reproduction/publication

Site Feasibility and Concept Program Process:

12. The process will include meetings with University stakeholders, University leadership, and potential meetings with City of Dover, Kent County and State officials. The consultants will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with University standards. Report submittals will be in Adobe Acrobat PDF format.

Approach:

13. Provide a step-by-step approach indicating how the consulting services will be accomplished. Include a schedule of the overall projected timeframe to complete all services.
14. Include approach and level of commitment to attend and present at meetings, including but not limited to, University staff and Board meetings, hearings, etc.

Analysis:

15. MC-Center feasibility should include at least following analysis:

- a. Local Market Conditions Analysis
- b. Competitive/Comparable Facility Analysis
- c. Market Demand Analysis
- d. Industry Trends Analysis
- e. Building Program Analysis
- f. Event Levels Analysis
- g. Site/Location Analysis
- h. Preliminary Construction Costs
- i. Financial Operations Analysis
- j. Economic and Fiscal Impact Analysis
- k. Funding Alternatives Analysis
- l. Ownership/Management Options Analysis

Summary:

16. After providing all of the above information, recommend whether or not University should build the MC-Center as it has been envisioned to date. If the recommendation is yes, briefly explain the option(s) available. If the recommendation is no, descriptively explain why University should abandon this potential venture.

III. TIMELINES AND SCHEDULES

RFP Timeline *

RFP issued by the University	December 14, 2012
Pre-proposal conference (3:00 PM. EST) Room 300, Administration Building	January 3, 2013
Deadline for advance RFP questions (Noon EST)	January 8, 2013
Answers to RFP questions available online	January 11, 2013
Proposals due (3:00 p.m. EST)	January 18, 2013
Interviews (on campus) with Selected Respondents	January 29, 2013
Selection of Finalists	January 31, 2013
Expected completion of all work related to this RFP	April 1, 2013

* Each date subject to change

IV. RESPONSE SPECIFICATION REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the University may properly evaluate your capabilities to provide the required goods and/or services. Responders are required to submit the following items as a complete proposal:

- a. This complete RFP document including completed cover sheet and all information in the RFP and attachments.
- b. Please include the following data in the order listed below.
 1. Qualifications of the firm.
 2. Resumes for key individuals to be assigned to this project.
 3. Proposed approach and time to the scope of work as it relates to Section II.
 4. Proposed fee.

V. EVALUATION AND AWARD CRITERIA:

1. Selection shall be made of one or more responders deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the responders so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each responder so selected, the University shall select the responder which, in its opinion, has made the best proposal, and shall award the contract to that responder. The University reserves the right to make multiple awards as a result of this solicitation. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the University determine in writing and in its sole discretion that only one responder is fully qualified, or that one responder is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that responder.

2. The University will evaluate proposals and select the firm(s) on the basis of:

Criteria	Points
Organizational experience, references, staffing expertise and capabilities	55
Concept/Approach to providing services	45
Total	100

VI. RIGHTS OF DELAWARE STATE UNIVERSITY

- A. Amendment or Cancellation of RFP
The University reserves the right to amend or cancel this RFP at any time if the best interest of the University requires such action.
- B. Proposal Modifications
No additions or changes to any vendor's proposal will be allowed after the proposal due date unless such modification is specifically requested by the University.
- C. Exceptions to Bid Specifications
The University reserves the right to require separate listings of exceptions to bid specifications, or the exceptions will be invalid.
- D. RFP Events and Timing
The timing and sequence of events for this RFP will be determined by the University. The schedule is detailed in Section II "Timelines and Schedules". Vendor contacts will be notified of any amendment to this schedule during the RFP Process.
- E. Proposal Expenses
The University assumes no liability for payment of any expenses incurred by any vendor in responding to the RFP.
- F. Acceptance or Rejection of Proposals
The University reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if in its sole judgment, the best interests of the University will be served. The University further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the University.
- G. Ownership of Proposals
All proposals submitted in response to this RFP shall become the sole property of the University.
- H. Oral Agreements and Arrangements
Any alleged oral agreement or arrangement made by vendor with the University or any University employee will be disregarded in any proposal evaluation or associated award.

- I. Vendor Presentation of Supporting Evidence/Surety
Vendors must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in their proposals.
- J. Vendor Demonstration of Proposed Services
Vendors may be asked to demonstrate specific proposed services or products including program components, software and hardware included in their response. Any requested demonstration will be provided at a site approved by the University and without cost to the University.
- K. Vendor Misrepresentation or Default
The University reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product or defaults on any University contract.
- L. Erroneous Awards
The University reserves the right to correct inaccurate awards resulting from its clerical errors.
- M. Public Records
Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with this procurement are subject to all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.
- It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which vendors believe to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. **All such materials should be submitted in a separate sealed envelope and marked “CONFIDENTIAL”.**
- N. Offer of Gratuities
The vendor warrants, represents, and certifies that no elected or appointed official or employee of the University has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the University if it is determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor’s agent or the vendor’s employees.
- O. Inspection of Work Performed
During and after the commencement of this project, the University, and its authorized representatives, shall be allowed access to inspect all materials, documents, work papers, equipment or products, deliverables, or any such other

items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor.

P. Collusion

By responding, the vendors implicitly state that the proposal is not made in conjunction with any competing vendor submitting a separate response to this RFP and that it is in all respects fair and without collusion or fraud. Please complete form in Attachment A and attach it with your response.

Q. Indemnification

1. General Indemnification. By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the University, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, solely or in part, to the University, its employees or agents.
2. Propriety Rights Indemnification. Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the University, the University shall promptly notify the vendor in writing and the vendor shall defend such claim, suit or action at vendor's expense, and the vendor shall indemnify the University against any loss, cost damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.
3. If any equipment, software, services (including methods), products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:
 - a. Procure the right for the University to continue using the Product(s):
 - b. Replace the Product with a non-infringing equivalent that satisfies all the requirements of the contract; or
 - c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficiency of the Product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only

alters the Product(s) to a degree that the University agrees to and accepts in writing.

R. Applicable Law

1. The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.
2. In submitting a proposal, Vendors certify that they comply with all federal, state and local laws in its activities and obligations including:
 - a. The laws of the State of Delaware;
 - b. The applicable portion of the Federal Civil Rights Act of 1964;
 - c. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.
 - d. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
 - e. That programs, services, and activities provided to the general public under resulting contract comply with the Americans with Disabilities Act of 1990, and the regulations issued there under by the Federal Government.
4. If any vendor fails to comply with any of the applicable laws, the University reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.
5. The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

VII. CONTRACT PROVISIONS

The contract to be entered into between the University and the successful Respondent shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful Respondent's treatment thereof as contained in this proposal, as well as general University contract provisions.

The final award of this contract will be subject to the contractor's execution of such a contract and the contract's approval by the Board of Trustees. Proposals should include an acknowledgment that the standard provisions included in University contracts are comprehended by the Respondent.

The contract will include:

- A. Time for commencing each of the services accepted;
- B. A provision for financial penalties for failure to adhere to the time commitments without reasonable justification;

- C. A provision stating there will be no assignment of subletting of the work to be performed without the written consent of the Associate Vice President for Finance;
- D. A provision specifying that if for any reason a professional assigned to work on a specific contractor service proves to be incompatible with the staff of Delaware State University, the University reserves the right to require the assignment of another person of equal qualifications to be assigned;
- E. A provision specifying that the contract may be extended as mutually agreed upon by the University and the Contractor for a specified period(s) based on current performance and the continuing good integrity of the contractor being maintained;
- F. All standard contract provisions generally required of contracts with the University.

Termination

The contract to be entered into between Delaware State University and the successful Respondent shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, the University shall have the right to terminate the said agreement indefinitely and award a new contract to another Vendor, and the Contractor shall be responsible for damages and for additional costs incurred in rebidding the contract.

Disclaimer

Delaware State University is not liable for any costs incurred by Respondents in the preparation of proposals or for any work performed prior to the approval of an executed contract.

Notification of Selection

After the proposal has been selected, all Respondents will be notified accordingly.

Upon selection, the University and the successful Respondent will negotiate a contract. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made part of the final contract. Should negotiations fail to result in agreement within 14 days of notification of acceptance of a proposal, the University reserves the right to take other action consistent with the best interest of the University.

By issuing this RFP, the University is not obligated to award a contract.

Accounting System

The Contractor shall maintain an accounting system for purposes of audit and examination of any books, documents, papers and records maintained in support of the contract.

Delaware State University Rights

The University reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of the University. The University reserves the right to negotiate separately with any source to serve the best interest of the University.

EXCEPTIONS TO THIS RFP SHALL BE BY WRITTEN NOTIFICATION ON THE AWARD PURCHASE ORDER (PO) IN ORDER TO BE BINDING. ALL SUBMITTED BIDS BECOME THE PROPERTY OF DELAWARE STATE UNIVERSITY. AFTER THE AWARDING OF THE CONTRACT TO THE SUCCESSFUL BIDDER, ALL BIDS ARE OPENED FOR PUBLIC VIEWING.

VIII. METHOD OF PAYMENT:

All invoices shall show the Purchase Order and Contract Number. Payment shall be made 30 days after the receipt of a proper invoice by the Owner for the amount of payment due, or 30 days after receipt of services, whichever is later. All invoices shall be submitted to the address listed on the contract.

IX. PROPOSED COMPENSATION: To be negotiated.**X. ATTACHMENT:**

Attachment **A**- Commitment and Non-Collusion Statement

Attachment **B**- Proposed site for MC-Center as per Draft Master Plan

Commitment and Non-Collusion Statement

This is to certify that the undersigned vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Delaware State University.

This is to further certify that the signed delivery of this bid represents the vendor's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions. This statement is signed by an official of the contractor who is authorized to enter the contractor into a legal agreement with Delaware State University.

NAME OF CONTRACTOR

ADDRESS OF CONTRACTOR

AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

PHONE NUMBER

FAX

SIGNATURE OF OFFICIAL

DATE

FEIN

DELAWARE BUSINESS LICENSE NUMBER

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDRED

SWORN AND SUBSCRIBED before me this _____ day of
_____ 20__.

City of _____

County of _____

State of _____

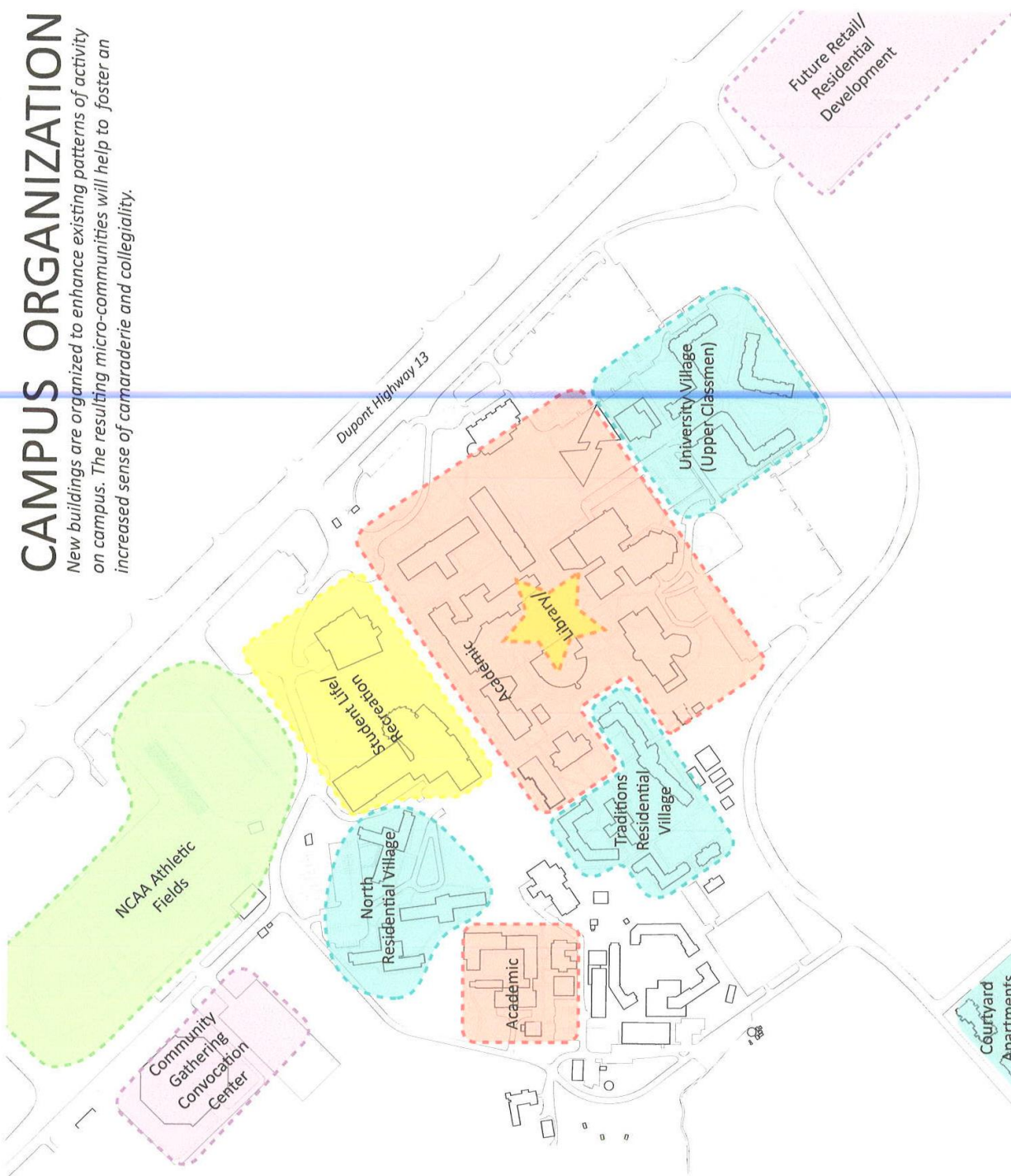
My Commission Expires: _____

Notary Public

This Statement must be completed and signed before contract is awarded.

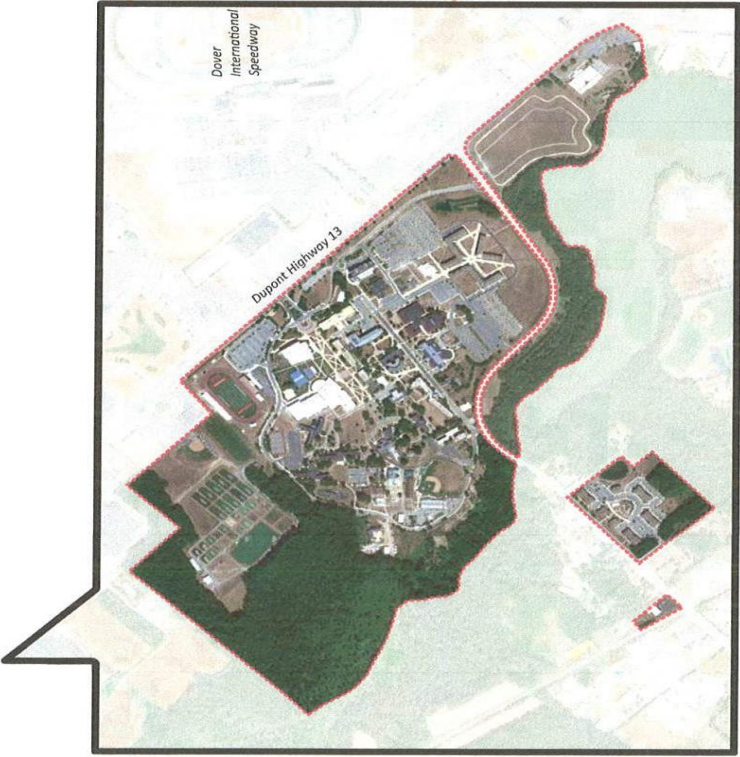
CAMPUS ORGANIZATION

New buildings are organized to enhance existing patterns of activity on campus. The resulting micro-communities will help to foster an increased sense of camaraderie and collegiality.



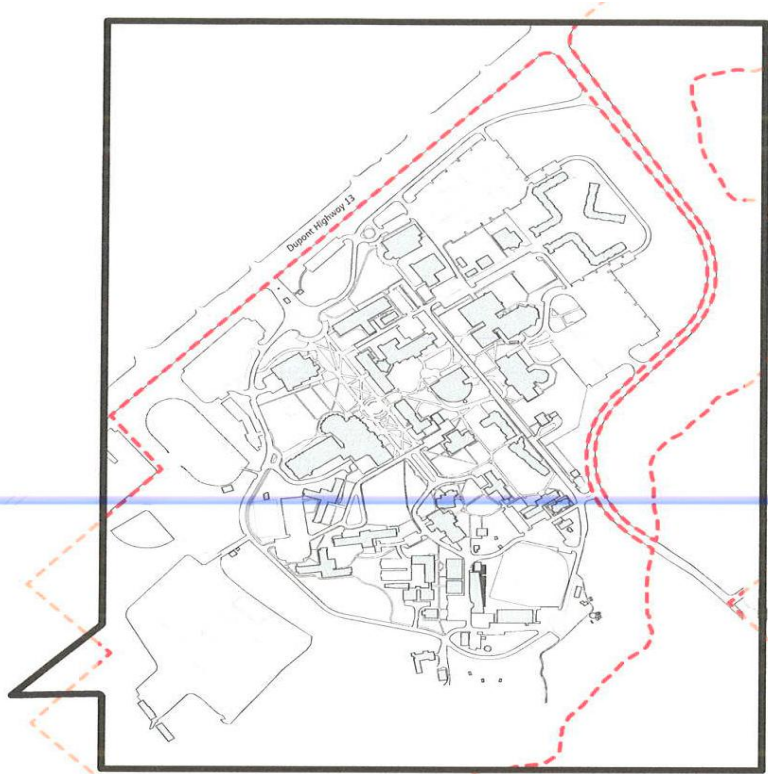
COLLEGE BOUNDARY

The campus is located off North Dupont Highway, I-13, which offers easy access to the Dover community and the state of Delaware.



EXISTING CAMPUS

The campus extends over approximately 400 acres of land.



— Campus Property Line

Existing Campus Buildings